

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

Plastonix Inc. and Plastonix Global Inc.,	§	
	§	
<i>Plaintiffs,</i>	§	
	§	
v.	§	Civil Action No. 1:25-cv-00750
	§	
Vincent Karl Ray Mosher,	§	
	§	
<i>Defendant.</i>	§	

ORIGINAL COMPLAINT

Plaintiffs Plastonix Inc. and Plastonix Global Inc. (collectively “Plastonix”) file this Complaint against Vincent Karl Ray Mosher (“Mr. Mosher”), and allege as follows:

NATURE OF ACTION

1. This is an action for a declaratory judgment and breach of contract.

PARTIES

2. Plastonix Inc. is a corporation duly incorporated under the laws of Canada and maintains a principal place of business at 125 Foster Avenue, Belleville, Ontario Canada K8N 3P8.

3. Plastonix Global, Inc., is a corporation duly incorporated under the laws of the state of Texas and maintains a principal place of business at 8000 Centre Park Dr #220, Austin, TX 78754.

4. Defendant Vincent Karl Ray Mosher is an individual who resides at 2432 County Road 8, Campbellford, Ontario, K0L 1 L0, Canada and is a citizen of Canada.

JURISDICTION AND VENUE

5. This is an action for a declaratory judgment. This Court has subject matter jurisdiction over this action under 28 U.S.C. §§1331 and 1338(a). The jurisdiction is proper under at least 35 U.S.C. § 261 et seq. Venue is proper under 28 U.S.C. §§ 1391(b)(3) & (c)(3).

6. This Court has personal jurisdiction over Defendant under Fed. R. Civ. P. 4(k)(2) and the laws of the State of Texas including the Texas long-arm statute, Tex. Civ. Prac. & Rem. Code § 17.042.

INTRODUCTION

7. After over 30 years of recycling, the USA still only recycles around 4% of discarded plastic each year. And globally, the recycling rates are not much better at 9%. Significant issues have to date prevented a greater proportion of discarded plastics from being recycled. Plastonix' technology provides the "missing piece of the puzzle" to allow the plastic recycling sector to vastly improve its operations.

8. Plastonix is a plastic recycling technologies company and change agent to the plastic recycling sector. Plastonix is developing new technology for recycling/repurposing plastic that viably processes all currently non-recyclable plastic waste. Plastonix partners with manufacturers and industrial organizations in the USA, India, and beyond to create profitable new business models using our technology. Plastonix helps design and build facilities, supplies the equipment, and provides the processes and catalysts needed to convert discarded plastic into new raw material that can be repurposed into durable goods, or blended back into petrochemical liquids. Plastonix also licenses its IP to its partners.

9. Plastonix's technology allows recycling of all plastic types regardless of condition, (soiled, deteriorated, saltwater saturated, etc.), mixed plastic raw material and plastic blends;

without use of or creation of toxic chemicals or VOCs, without requiring sorting or cleaning, without cost-prohibitive heat or energy use; at a viable price point with low barrier to entry.

10. Plastonix's new plastic recycling technology lessens the complexity and expense of the entire process. It increases the efficiency within the sector and reduces costs.

FACTUAL BACKGROUND

11. Defendant Mr. Mosher is the named inventor of United States Provisional Patent Application Serial No. 63/013,764, entitled *Processing Petroleum-derived Materials* ('764 provisional). The '764 provisions was converted into a utility patent application US Application No. 17/920,622, which was filed on December 2, 2020 and published on May 18, 2023 ('622 application). The '622 application, which shows Plastonix Inc. as the Applicant, is attached as **Exhibit A**. The '764 provisional, the '662 application, the inventions described therein, and all other patents or patent applications claiming priority thereto are referred to herein as the "Invention."

12. As part of a business arrangement to develop and commercialize the Invention, Mr. Mosher agreed to assign the Invention to a holding company, 2740642 Ontario, Inc. ("Holding Company") and then have the Holding Company assign the Invention to Plastonix, Inc.

13. First, Defendant Mr. Mosher executed an assignment agreement that sold and assigned all his rights in the Invention to his Holding Company 2740642 Ontario Inc., including "any continuations or divisions thereof and all priority rights derived therefrom" and any patents "claiming priority from the [Invention]" worldwide and specifically including the United States of America (the "Inventor Assignment"). The Inventor Assignment is attached as **Exhibit B**.

14. Second, Defendant Mr. Mosher, on behalf of his Holding Company, sold and assigned all rights in the Invention to Plaintiff Plastonix Inc., including “any continuations or divisions thereof and all priority rights derived therefrom” and any patents “claiming priority from the [Invention]” worldwide and specifically including the United States of America (the “Plastonix Assignment”). The Plastonix Assignment is attached as **Exhibit C**. The Plastonix Assignment includes a personal guarantee by Mr. Mosher and his wife Cheri-Lynn Mosher covering all of the Holding Company’s obligations under the terms of the Plastonix Assignment, including the obligation to “execute any and all further papers which may be necessary or desirable to vest or perfect the title of the Assignee” in the Invention.

15. In a license agreement dated May 14, 2025, Plastonix, Inc. granted an exclusive license to co-plaintiff Plastonix Global, Inc., to exploit the Invention in the United States. The exclusive license is attached as **Exhibit D**.

16. On information and belief, at all relevant times, Mr. Mosher was a Director and principal owner of Plastonix Inc. On information and belief, Mr. Mosher initially supported Plastonix’s business plan, including the license of the Invention to Plastonix Global, Inc.. Then, in an attempt to frustrate the progress of the business and further development and exploitation of the Invention, or simply to set the stage to demand additional consideration for the assignment of the Invention to Plastonix, Mr. Mosher refused to cooperate with or execute documents relating to the Invention or the further prosecution thereof. On information and belief, Mr. Mosher was aware in March of Plastonix, Inc.’s intention to exclusively license the Invention to Plastonix Global, Inc.

17. In a demand letter dated April 28, 2025, Mr. Mosher claimed that “Plastonix does not have any title, rights or interest in [the Invention].” Mr. Mosher’s demand letter is attached as **Exhibit E**.

18. Mr. Mosher’s demand letter and conduct is a violation his obligations as personal guarantor of the Plastonix Assignment.

19. Based on the foregoing, there exists a substantial, real, and immediate controversy between Mr. Mosher and Plastonix concerning the ownership of the rights in the Invention.

20. Defendant’s conduct toward Plastonix, combined with Defendant’s aggressive demand letter and the recent history of Defendant’s obstructive conduct, clearly demonstrates Defendant’s intent to litigate the issue.

21. This controversy warrants the issuance of a declaratory judgment of ownership of the Invention. A judicial declaration is necessary and appropriate so that Plastonix may ascertain its rights and obligations regarding the Invention.

22. Plastonix therefore respectfully seeks a judicial declaration of its ownership rights in the Invention.

COUNT I – DECLARATORY JUDGMENT

23. Plastonix restates and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

24. Pursuant to the Declaratory Judgments Act, 28 U.S.C. § 2201 *et. seq.* Plastonix Inc. requests a declaration by the Court that Plastonix Inc. is the owner of the Invention, including all current and future patents based on, related to, or deriving priority from the ’764 provisional.

25. Pursuant to the Declaratory Judgments Act, 28 U.S.C. § 2201 *et. seq.* Plastonix Global Inc. requests a declaration that Plastonix Global Inc. has a valid exclusive licensee to the Invention.

**COUNT II – BREACH OF ASSIGNMENT AGREEMENT AND PERSONAL
GUARANTEE AGREEMENT**

26. Plastonix restates and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

27. The Inventor Assignment and Plastonix Assignment with a personal guarantee from Mr. Mosher are valid agreements between Mr. Mosher, his Holding Company, and Plastonix, Inc.

28. Mr. Mosher's demand letter and refusal to perform his obligations under the assignments by, for example, refusing to sign documents confirming Plastonix's rights in the Invention, is a breach of the terms of these assignments as well as the personal guarantee in the Plastonix Assignment.

29. Plastonix has been damaged by Mr. Mosher's breach of these agreements in an amount to be proven at trial.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

- A. An order declaring that Plastonix Inc. is the owner of the Invention, including all current and future patents based on, related to, or deriving priority from the '764 provisional;
- B. An order declaring that Plastonix Global Inc. has a valid exclusive license to the Invention, including the '764 provisional and its progeny;

- C. An order declaring that Ms. Mosher is in breach of his obligations under the Plastonix Assignment and ordering specific performance by Mr. Mosher of his obligations pursuant to the Plastonix Assignment;
- D. Damages including costs and attorneys' fees as allowable by applicable law;
- E. All such other and further relief, both at law and in equity, which the Court deems just and proper.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(e), Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: May 15, 2025

Respectfully Submitted,

/s/ Henning Schmidt

Henning Schmidt

Texas State Bar No. 24060569

Daniel Scardino

Texas State Bar No. 24033165

SCARDINO LLP

111 Congress Avenue, Suite 500

Austin, TX 78701

Tel.: (512) 443-1667

Fax: (512) 487-7606

Henning.schmidt@scardinollp.com

daniel@scardinollp.com

Counsel for Plaintiffs

Plastonix Inc. and Plastonix Global LLC